UNITED STATES DISTRICT COURT EASTERN DISTRICT OF MISSOURI EASTERN DIVISION

JULIA PARMELEE, f/k/a,,)	
JULIA HANDLER,)	
)	
Plaintiff,)	
)	
vs.)	Case No. 4:09CV357 CDP
)	
THE STANDARD FIRE)	
INSURANCE COMPANY,)	
)	
Defendant.)	

ORDER

Defendant's motion for summary judgment is presently pending before the Court. Defendant contends that it is entitled to summary judgment in part because the relevant insurance policy's loss-payment clause contained a facility-of-payment clause, which gave defendant discretion to pay persons other than plaintiff who were legally entitled to payment under the insurance policy.

Defendant has not, however, briefed the issue of the proper interpretation of the loss-payment clause, assuming, arguendo, that it is not a facility-of-payment clause. I determine that further briefing on this matter is necessary.

Accordingly,

IT IS HEREBY ORDERED that plaintiff and defendant are to file, no later than <u>February 1, 2010</u>, simultaneous briefs on the issue of the proper

interpretation of the loss-payment clause, including the issue of whether non-party Michael Handler was legally entitled to the insurance proceeds to the exclusion of plaintiff because he was granted ownership of the residence under the divorce decree. Any responsive briefs must be filed no later than **February 8, 2010.**

CATHERINE D. PERRY

UNITED STATES DISTRICT JUDGE

Dated this 19th day of January, 2010.